App. F. IX-4

Previous References

1935
(Land

File No. 124-35-
Serial Nos. 1-6

PRESERVED

Letter References.

Edn Loch 5866-37

preserve

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. Six

Part B for January 1937

SUBJECT.

In the matter of taking up the Esmeralda Valley building for the Adikaramahaka Home, Peradeniya

Gonap 4281-29 6-1-37

Town Director's Comptr

WD 0418—GPB—22,500—23-8-36

Approves of the payment of Rs 3 85/-
to Mr Esmeralda as the case could not
be entered into

M Spurgeon
12/1/37

3496

notice under Sec. 80 C.P.C

General and Revenue Secretariat — Law — File No. 124 of 1935 — [App. F. III—2

Serial No.

1. From

Mr S. V. Kanaka Setty B.A. B.L
Pleader, Chikmagalur
Notice dt 8-12-35.

Issues a notice on behalf of Mr B. Eswara Shetty, Universal Stores, Chikmagalur, threatening a suit for recovery of rent for a building for Adikarnataka Boarding Home at Chikmagalur, contract for which is alleged to have been entered into by the D.C. Commissioner

1) Off. Calling for a report with connected records from the D.P.I is put up

14/12/35

2 Issue

To the Dir of P.I
No P-3979 dt 18/12/35
Calls for a report with connected records.

From,

The Dir. of P.I.

No. S. 1-3750-92/35-36 dt 4.1.36 Submitting a report on the notice.

3) This relates to the notice issued on behalf of one Eswara Setty threatening a suit for damages for

NOTE—Contn Sheet.

WD 03594—GPB—30,000—13-7-35

21

4194

Law File No. 124 of 1938. General and Revenue Secretariat

re alleged breach of Contract in Connection with a building proposed to be taken up for the Adi Kamataka Boarding House, Chickmagalur.

The D.C.O. says that the said building was proposed to be taken up subject to certain alterations insisted upon. Later on the idea was given up according to the Deputy Director's opinion who inspected the Spot. It has been pointed out that the petr has not effected the changes according to the Conditions agreed to, and therefore he is not entitled to his claim.

4) The Connected papers of the D.E.O's office have not been rec'd. It is not possible to verify from the papers now sent, whether there was any Contract as alleged in the notice, and ipso facto any breach of the same. In the penultimate para of the D.W.D. it is stated that a copy of the D.E.O's letter of 25.2.35 has been called for.

5) If appd the D.C.O. will be requested to obtain and submit for orders of Govt all the Connected papers from the D.E.O. Chickmagalur. On receipt of this, the Case will be further examined on the merits.

Submd for orders.

TSD 10/1

7) Dft Submd accordingly

TSD 10/1

8) Issue

pnl 15/1

pnl 11/1

1936

4462/1934
3

General and Revenue Secretariat | Law File No. 124 of 1935. | [App. F. III—2

Serial No.

Re D. P. I.

no. P. 4609. d 16.1.36. Calling for the Connected papers relating to the office of the D.E.O Chickmagalur.

Sec A
17/1
To Government on 27-1-36

From,

The D. C. I.

no. S1-2750-32/3536 d 16.1.36 forwarding a Copy of the letter d 6.1.36 since rec'd from the D.E.O. Chickmagalur

C/ Subt for perusal.

The Connected papers called for in para 5 Supra can be awaited till the end of this month.

TSD 29/1

(i) Are not the Copies now sent sufficient to dispose of the case?

MP 27/1

From

The D. P. I.

no. S1-2750-32/3536 d 29.1.36 forwarding the file of papers relating to the office of the D.E.O. Chickmagalur.

(ii) Ref: para 3 Supra.

The D.E.O. in his letter dated 6.12.36 addressed to Mr. Emerson-Selly while Conveying the approval of the D.P.I.

NOTE.—Contn. Sheet.

WD 03594—GPB—30,000—13-7-35

to take up the building. He insisted upon certain necessary repairs. Mr. Evansett in his reply of 6th Dec 34 'B' solicited permission to make certain urgent alterations for the time being and also requested to extend the period of lease to atleast 5 yrs. Again on 5th Dec'34 'A' the D.E.O. wrote to say that he can take up the work on hand if he is agreeable to effect all the items of repairs insisted upon originally. Since no reply was received, Evansett was reminded on 18.12.34 asking him now to proceed with the work under the building was examined. Mr. Evansett replied 'C' on 19.12.34 also stating that the major improvements are complete. On 28.1.35 he was informed that the arrangement will not be accepted as instructions given were not followed. Again on 7.2.35 he 'D' was asked not to proceed with the work. Later on 'E' on 6.12.35 he was definitely informed that the proposal to take up his building was Cancelled.

(2) From a perusal of the Correspondence it can be seen that the Contract between the D.E.O and Evansett was not Complete. Without giving a definite reply to the D.E.O's letter of 9.12.34 he is said to have Commenced work. This of course has been done on his own responsibility, and Consequently the Govt cannot make the Dept liable for

4630

Serial No.

the alleged damages. Unearned Suit may therefore be awaited and defended if filed.

Subt for orders.

TSD 31/1

(3) The way in which the D.E.O has handled this business has not been very satisfactory. Though on 18.12.34 he asked mr Eswaranathi not to proceed with the work, on mr Sethi's letter of 19.12.34, the D.E.O inspected the bungalow & by his conduct showed that he left the province alive to take the lease if the improvements required were effected.

(4) The correspondence however does not indicate at any stage an agreement to have the lease enforceable at law and consequently the party is perhaps disabled from getting any specific performance. It is doubtful if his claim for ~~damages~~ cost of ~~repairs~~ repairs effected ~~at~~ as per the instructions of the D.E.O, can be said to be also untenable.

(5) Forwarded with compliments to the Govt advocate for favour of advice

1/2

Le-G.No-P125/35 dated 1-2-1936 from 679/35-36 of 1.2.36

WD 03594—GPB—30,000—13-7-35

8

File No. of 193 | General and Revenue Secretariat

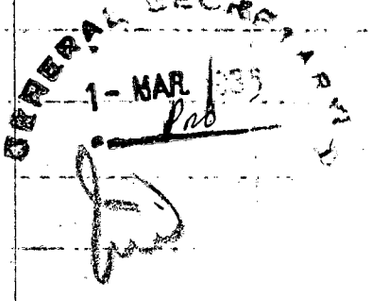
Ro No. 126/35-36 dt 2.3.36

Returned with compliments.

16) This file has a long history. As the grant - allowed to the Boarding Home was reduced by the Government, the Hostel Committee resolved on 8-10-1934 that the house-rent should be reduced to Rs.40/- and that Mr. Venkataramiah and Dr. Ramaswami, members of the Committee should select a building which was more roomy while being less expensive.

17) These gentlemen selected Mr. Eswara Setti's - house and suggested that the building might be taken up for the Hostel if the owner effected the necessary improvements. These matters were communicated by the District Educational Officer to the Director of Public Instruction in his letter dated 27-10-1934 with a plan of the building and the proposed improvements. These proposals were sanctioned by the Director of Public Instruction in his letter dated 5-11-1934 and on receipt of that letter the District Educational Officer intimated this to Mr. Eswara Setti and instructed him to effect the necessary improvements. The previous lessor Mr. Noronah was also given notice as directed by the Director that his house would be vacated in - March 1935.

18) These matters were duly communicated to the - Director of Public Instruction on 9-12-1934. About this time, Mr. Noronha seems to have become anxious to retain the Boarding Home in his own house and - wrote several letters to the District Educational - Officers and others. There was also a move on the part of some of the residents of the new locality to



prevent

Serial No.

prevent the Adi-Karnataka Hostel from being located there. These matters were also communicated to the Director of Public Instruction. In his letter dated 21-1-1935 to Mr. Norrna, the Director of Public Instruction, to whom the former seems to have also made a representation refused to grant his request viz., to continue the lease of his building. The matter of removing the Adi-Karnataka Hostel to the new locality was also considered by the Municipal Council on - 25-1-1935. After this was brought to the notice of the District Educational Officer, Mr. Eswara Setti who had already effected some improvements, (c.f. - his letter dated the 19th January 1935) was asked not to proceed with the work in view of the resolution - of the Municipal Council. That there was a deviation from the instructions given to him already was also mentioned to him.

(9) The report of Mr. Sundararaja Iyengar, Secretary dated 12-2-1935 clearly shows that Mr. Eswara Setti had effected some improvements by then. It was finally on 25-2-1935 that the District Educational - Officer while pointing out the defects in the building wrote to Mr. Eswara Setti that it may not be possible or desirable to take up his building until the aforesaid defects were remedied and objections --- obviously those referred to above --- indisputably waived. As Mr. Eswara Setti had then still time to effect the specified improvements, it cannot be - said that there was by that time a breach of contract

NOTE—Contn Sheet.

WD 03594—GPB—30,000—13-7-35

on

A

4630 P 33

File No. of 193 General and Revenue Secretariat

on his part. It is only on 5-11-1935 ie.e, more than eight months later, that the Director of Public Instruction cancelled his order sanctioning the shifting of the Boarding Home to Mr. Eswara Setti's house and directing it to be continued in the old building. This was communicated to Mr. Eswara Setti on 6-12-1935. These facts show that the Committee of the Adi-Karnataka Hostel, in view of the reduction of the Government grant thought of leasing of Mr. Eswara Setti's building and it was after this was sanctioned formally by the Director of Public Instruction that Mr. Eswara Setti was promised that his building would be taken up if he effected the necessary improvements. If, after that promise Mr. Eswara Setti did effect improvements, he would, I think, be entitled to some reasonable compensation and his claim cannot, therefore, be ignored altogether. As before the required improvements were effected, Mr. Eswara Setti was asked to stop further work and as it is not also reported by the local authorities that he has completed all the required work, I do not think, Mr. Eswara Setti can maintain a suit for specific performance.

2. Under these circumstances, I think this is a fit case to be settled by the Department without allowing the matter to go to a Court of Law. 1/A

M. Aiyaswami Iyer
Government Advocate.

H/29.2.1936.

OFFICE OF THE FIRST REMEMBRANCER
4 MAR 1936
No. 6329.

GENERAL SECRETARIAT
3 MAR 1936
47

A1
2) If approved, the D.P.I. will be instructed accordingly.
Gen Secy
First Member

2nd Note 3/3 3/3/36

2nd Note 3/3.

2nd Note 4/3

Off Note 4/3

4530
9

General and Revenue Secretariat | File No. 1211 of 1935 | [App. F. III—2

Serial No.

23 Dft subd for approval
TSD 6/3

24) Issue
ppd 6/3

6/3

To,

The Dy of P.I.

no. P 6053 d 9.3.36 informing to have the Claim Compromised.

Subd for remarks 11/3.

25 Dft is for orders Whether any final report can to be called for

TSD 30/5

26 Yes ppd 30/5

Dft subd
TSD 30/5

Issue ppd 2/6

Issued no. P. 8063 d 4.6.36.

Sub A 5/6/36

From

The D. P. I.

D.O. No. SI. 2750 - 9-L/35-36, Dt 15th Aug 1936 States that Some Compensation is due to the landlord for the expenditure he has incurred.

2) We had asked the D.P.I in our letter No P 8063, Dt 4-6-36 about the action taken to Compromise the claim. The P.V.D Shows that

NOTE.—Contn. Sheet.

WD 03594—GPB—30,000—13-7-35

To

JII

2497

1884

Law File No. 124 of 1935. General and Revenue Secretariat

the D-P-I is taking Steps in the matter
Subd for perusal

Sec c
19-8-36

8/8 NSR

Pol
18/8

From

The Dir^r of Public Instn

Letter no. Sl. 27.50-92 of 35-36.

States that a Sum of Rs 3887- be paid by the dept.

2. The D. P. I. opines that a Sum of Rs. 3887- be paid by the Dept as per the estimates he got prepared, and from personal enquiries he made. He says that the expenditure be charged to the Savings under Rent that will accrue this year when the Basavanagudi Middle School is removed to the new building.

Subd for orders.

21/10 NSR 22-10-36

2 The D. P. I's recommendation may be accepted.

Spl Secy

Two Asst Secys, Edn

Pol 22/10

3. May be apd

Jms 26.10.

Pol 4

First Member

DKR 11.11

GENERAL SECRETARIAT
27 OCT. 1936

FINANCE
11 NOV.
No. 2794

DKR 17.11.36

General and Revenue Secretariat | Law File No. 124 of 1935 | [App. F. III—2

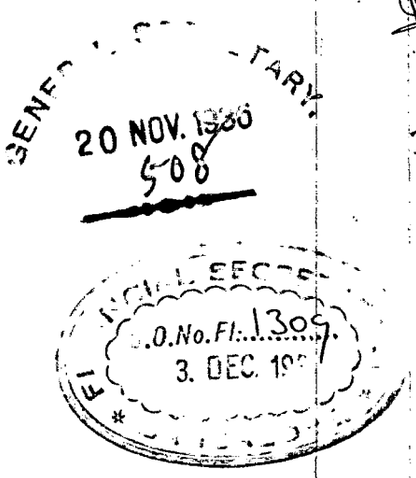
Serial No.

32 Subd with a dft. for approval

19/11 (Gen. Secy) 19.11.

33 Done after perusal by Secy Govt 1/12

Financial Secretary) 1.12.



34 Rs 385 is stated to be the maximum compensation payable and includes Rs 295 being the expenditure incurred by Mr. Eswara Setty on account of improvements etc., to the building, till February 1935. These improvements must have benefitted it and added to its value. It is not clear why the entire cost of it should be borne by us. Even if some payment is considered necessary, it is reasonable to pay only a portion and not the whole of this cost. The Director may perhaps be further addressed in the matter.

9/12

35 The improvements were of a sort to make the place suitable for a hostel. As it is not to be a hostel they are practically unnecessary for the owner. The amount may be allowed.

Secy Govt 9/12

10.12

NOTE—Contn. Sheet.

WD 0417—GPB—30,000—8-9-36

P.T.O.

12

24°7

File No. of 193 . General and Revenue Secretariat

Serial No. H 1412

I have nothing to add to my previous note dated 9th December 1936.

Sr 19/12

I understand from the D.O. that Rs 245 represents the value of work which is now the owner's

Sd 18/12/1936

H.Secy. W.C.

ISKR 18.12

Sr 18/12 LW 21/12

TYPING SECTION 22 DEC. 1936 GENL & REV. SECTT.

Sd 21/12

ISKR 21.12

To

The D.P.I.

The Comptr.

G.O. No P. 4287, dated 4-1-37.

Approves the proposal.

Edn. New 921

3736/936

Postal Address:—POST BOX No. 6.
Tel. Address:—EDUCATION, Bangalore.

1·3

Department of Public Instruction.

Government of Mysore.

No. S1. 2750-92 of 35-36.

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION IN MYSORE,

ENCL.

Bangalore, dated 23rd..December..193 6

FROM

N. S. SUBBA RAO, ESQ., M.A., BAR.-AT-LAW,
Director of Public Instruction in Mysore,
Bangalore.

GENERAL SECRETARY
24 DEC. 1936

To

M. VENKATESA IYENGAR, ESQ., M.A.,
General Secretary to the Government of
His Highness the Maharaja of Mysore,
Bangalore.

SIR,

SUBJECT - In the matter of taking up Mr. Eswara Setty's building for the Adikarnataka Boarding Home, Chikamagalur.

I have the honour to invite reference to my letter No. S1. 2750-92/35-36 dated 19th October 1936 in the above matter and to request early orders of Government thereon.

Orders are in the Course of issue. Subd for perusal.

I have the honour to be,

Sir,

Your most obedient servant,

N. S. Subba Rao

DIRECTOR.

This may now be filed.

N.J.P/23-12.

3494/35
P 835

Laid 1 24 35

TO

The Chief Secretary,
The Government of Mysore,
Public Offices, BANGALORE.

From,

S. V. Kanaka Setty B. A. B. L.,
Pleader, Chikmagalur.

CHIEF SECRETARY
Law
10 DEC. 1935

Sir,

Ref:- In re A.K.Boarding Home Location in Chikmagalur.

I am instructed by my client Mr B. Eswara Shetty The Universal Stores, Chikmagalur to issue this Notice to you under Section 80 of the C.P.C.Regulation No III of 1911, and demand you as follows:-

1. That when there was a necessity for the better homing and location of the A.K.Boarding Home, at Chikmagalur, my client offered on the 27th October 1934 to rent out his newly built Bunglow at the Tunderi extention Chikmagalur to the District Education Officer, Kadur dist Chikmagalur, for the abovesaid purpose, and that the said D.E.O. after inspection of the spot and official communications with the Director of Public Instruction of Mysore, in his letter No D.T, 340/ 34-5 dated the 6th December 1934 communicated to my abovesaid client that the offer of my client had been accepted by the said Director of Public Instruction in his orders No L.Dis.1756-42 of 34-35 dated the 5th Nov.34 to the effect that my client's above mentioned bunglow would be taken up for three years on lease. Further the abovesaid letter dated the 6th Dec 34 also intimated to my client to take up some items of repairs and alterations and to finish the same forthwith that the bunglow might be ready for occupation by May 1934 for the said purpose of the A.K.Hostel.

2. That my client with the abovesaid contract

2

5

contract in his hands, with a desire to make his bunglow more comfortable to the Students was compelled to spend more than Rs 3000/- for the required alterations and repairs and other furnishings, and has with that expenditure completed the same within the short time allowed.

3 That my client has intimated the said D.E.O both orally and by letters that the said bunglow was quite ready for occupation by him for the said purpose, and that the said D.E.O. has avoided the taking up and also getting the formal documents completed, without any valid reasons, knowing that the bunglow was specially got repaired for the above purpose and althe while vacant for his sake, with the result my client has been put to unnecessary expenditure on the house property, loss of rent till now from May last, and for all such damages and losses, my client rightly holds you liable.

4 My client calls upon you or the said D/E.O. to take possession of his abovesaid bunglow, which is allthewhile vacant for your sake, and to execute formal lease-deeds, and to pay the rents from May last by way of damages, or otherwise, for which are already bound. You will also be liable for such periods that you will allow him to keep the bunglow vacant for yoursake, as my client is expecting you to take up at any time.

5 Should you fail to fulfil the contract and pay the abovesaid demands, within two months from the receipt of this notice by you, my client will have no alternative than taking legal steps to recover the same, as he would be advised later.

The costs of this demand notice Rs 10/8/- also have to be paid by you along with the abovesaid demands.

Chikmagalur,
8th December 35.

Yours faithfully,

K Ramachandra Rao

Copy to:- The District Education Officer,
Kadur District,
Chikmagalur.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat 3

No. P 3979 Genl-
Law 124-35-2

Dated, Bangalore, 16th Dec. 193 5
18a

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Director of Public Instruction in Mysore,

Bangalore.

Sir,

I am directed to forward copy of a notice issued by Mr. S.V.Kanaka Setty,Pleader, Chickmagalur, on behalf of Mr.Eswara Setty, Universal Stores, Chickmagalur, threatening a suit for the recovery of rent for a building for Adikarnataka Boarding Home at Chickmagalur, as per contract entered into by the District Educational Officer, Kadur as alleged and to request that a report with connected records may kindly be sent at an early date.

I have the honour to be,

Sir,

Your most obedient servant,

For General Secretary to Government.

mk.

Appendix F G—1]

4

SUBJECT.....

.....

.....

Section Law

File No 124-35

Serial No. 2

No. P3975 Enel

Diary No. of letter replied to.....

To

The Dir of P.D

General and Revenue Secretariat

( )

the *193* .

Sir

I am directed to forward herewith a copy of a notice issued by Mr V. Kanaka Setty Pleader, Batticaloa, on behalf of Mr Eswara Setty, Universal Stores, Batticaloa, threatening a suit for the recovery of rent for a building for A.K. Boarding Home at Batticaloa, as per contract entered into by the D.E.O. Kadur

Date of issue 18/12/35

Signed by M.V.R-J.A

List of enclosures.....

Copied by .....

Examined by.....

WD 03601—GPB—30,000—23-9-35

as alleged and to request
that a report with
connected records
may kindly be sent
at an early date

Yours faithfully

DML
14/11

for General Secretary

3494

4194 235

Edn. New 92]

Postal Address:- POST BOX No. 6.
Tel. Address:—EDUCATION, Bangalore.

6

Department of Public Instruction.

Government of Mysore.

No. Sl- 2750-92 of 35-36

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION IN MYSORE,

ENCL. 2 files.

Bangalore, dated 3rd January *193* 6.

-4 JAN. 1936

Law 124-35-3

FROM

N. S. SUBBA RAO, ESQ., M.A., BAR.-AT-LAW,
Director of Public Instruction in Mysore,
Bangalore.

GENERAL SECRETARIAT
4 JAN. 1936

To

M.Venkatesa Iyengar, Esq., M.A.,
General Secretary to the Govt. of
His Highness the Maharaja of Mysore,
Bangalore.

SIR,

With reference to your letter No. P. 3979/Law 124-35-2 dated the 16/18th December 1935, forwarding for report with the connected papers, a copy of the Notice issued by Mr. S.V.Kanaka Setty, Pleader, Chickmagalur, on behalf of Mr. Eswara Setty, threatening a Law Suit for the recovery of rent for a building proposed to be taken up for the Adikarnataka Boarding Home, Chickmagalur, by the District Educational Officer, Kadur, I have the honor to state that on a resolution adopted at the meeting of the Managing Committee held on 8th October 1934, the District Educational Officer, Chickmagalur, recommended the shifting of the local Adikarnataka Boarding Home to Mr. Eswara Setty's building, which was approved by this office in the circumstances represented by the District Educational Officer in his letter No. D.T. 340 of 34-35 dated 27th October 1934 and subject to the proviso that Mr. Eswara Setty complied with the stipulated conditions specified in the District Educational Officer's letter of the 27th October 1934 and on lease for a period of three xxxx years. The District Educational Officer also reported subsequently that he had written to Mr. Eswara Setty that all items of work that were stipulated to be carried out should be got done and that the building would be taken up by the middle of March or May 1935 as might be found convenient.

At this stage, the Deputy Commissioner, Kadur (Mr.M.Venkatesa Iyengar, now General Secretary to Government) addressed the District - -

Educational Officer and the Committee asking them to reconsider the decision to shift the Boarding Home to Mr. Eswara Setty's building on the ground that " a large population was likely to feel affected by the change". The Deputy Commissioner further added in a subsequent D.O. letter dated 15th June 1935 addressed to the District Educational Officer that "if however, it is possible to avoid shifting to this (new) house, it is desirable to do so. This is the Basavanahalli end of the extension and the fact of this building being used as a Hostel for Adikarnatakas may, with our people, have the result of delaying building on the sites near about, even if it does nothing less. This would be a pity". This aspect of the question necessitated reconsideration of the question of shifting the Boarding Home to Mr. Eswara Setty's building; a suggestion being made that the presence of the Adikarnataka Hostel might affect the construction of houses in the newly formed extension. The Deputy Director's opinion was called for in the matter, and the District Educational Officer was instructed, in the meanwhile, to keep the question of shifting in abeyance till the Deputy Director or myself visited the place. The Deputy Director after visting the place submitted a detailed report in his letter No.A3-1405-475 of 35-36 dated 29th October 1935 wherein he recommended, for reasons stated therein, that the Boarding Home need not be shifted from the present building as the landlord had agreed to provide the necessary additional accommodation without expecting any increase in rent but on lease for a period of five years. Accordingly the orders for shifting the Boarding Home to Mr. Eswara Setty's building were cancelled and the continuance of the Boarding Home in its present building was ordered for a further period of three years as against a period of five years asked for by the landlord. This step was facilitated by the fact that Mr.Eswara Setty who had originally agreed to effect certain alterations and improvements to his building as per agreement between him and the District Educational Officer "within one month after an undertaking was given to take up the building", did not do so though the District Educational Officer

had notified him earlier in his letter dated the 25th February 1935 that unless the defects noticed in the construction of the building were remedied and certain other difficulties were removed, it would not be possible to lease his building. I have called for a copy of this letter (dated 25th February 1935) of the District Educational Officer which will be submitted to Government on its receipt. Mr. Eswara Setty does not seem to have made any move till now in this direction. The fact that Mr. Eswara Setty did not fulfil his part of the undertaking within the time specified about which he was notified to by the District Educational Officer or even up to date nullifies his claim, if claim there was any. I have addressed the District Educational Officer for some more information in the matter and on hearing from him, I shall submit a further report to Government in the matter.

This office files relating to the case, viz., Sl-1756-42 of 34.35 and Sl-4690-136 of 34-35 are enclosed herewith which may be kindly caused to be returned when no longer required.

I have the honor to be,

Sir,

Your most obedient servant,

N. Subba Rao

Director.

cs. 3/1.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 4609/Law 124-35

Dated, Bangalore, 15th January 1936

From

The General Secretary to the Government of His Highness the Maharaja of Mysore.

To

The Director of Public Instruction in Mysore.

Sir,

With reference to your letter No.S.1-2750-92 of 35-36 dated 4th January 1936 re: the notice issued on behalf of Eswara Setty of Chickmagalur claiming damages for the alleged breach of contract in connection with a building proposed to be taken up for the Adi Karnataka Boarding Home, I am directed to request that the connected papers relating to the ~~office of the~~ District Educational Officer ~~office~~ Chickmagalur, may kindly be obtained and sent for orders of Government.

I have the honor to be,
Sir,
Your most obedient servant,

for General Secretary to Government.

B.K.M.2

10

Appendix F G—1]

SUBJECT.....

.....

.....

Section Law

File No. 124-35

Serial No.

Diary No. of letter replied to.....

No. D 4609

To

The D.P.O.

General and Revenue Secretariat

( )

the *193*

Sir,

Date of issue 16/1/36

Signed by Asst. Sec. to Govt.

With reference to your letter no. S.1-2750-32 apps-36 d. 4.1.36 re: the notice issued on behalf of Eswaran Setty of Chickmagalur claiming damages for the alleged breach of Contract in Connection with a building proposed to be taken up for the A.K. Boarding House, I am directed to request that the Connected papers relating to the D.P.O's office Chickmagalur may kindly be obtained and sent for orders of Govt.

List of enclosures.....

Copied by [illegible] 15/1/36

I have etc.

Examined by.....

for Secretary

18/1

TSD 18/1

4462 | 35

Edn. New 92]

Postal Address:—POST BOX No. 6.
Tel. Address:—EDUCATION, Bangalore.

EDUCAT. BRANCH // 17 JAN. 1936 2022

Department of Public Instruction.

Government of Mysore.

No. S1 - 2750-92/35-36.

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION IN MYSORE,

ENCL. 2

Bangalore, dated 13th January *193* 6

16 JAN. 1936

FROM

ENTT. SECTION 13 JAN. 1936 Rao.

N. S. SUBBA RAO, ESQ., M.A., BAR.-AT-LAW,
Director of Public Instruction in Mysore,
Bangalore.

TO

M.VENKATESA IYENGAR, ESQ., M.A.,
General Secretary to the Government of
His Highness the Maharaja of Mysore,
BANGALORE.

SIR,

SUBJECT:-

In the matter of taking up Mr. Eswara Setty's building for the Adikarnataka Boarding Home, Chikamagalur.

In continuation of my letter No. S1 - 2750-92/35-36 dated 4th January 1936 on the above subject, I have the honour to forward herewith a copy of letter No. D.B. 340 of 34-35 dated 4th/6th January 1936 since received from the District Educational Officer, Chikamagalur, giving a detailed history of the case as also a copy of his letter No. C.T. 340 of 34-35 dated 25th February 1935 addressed to Mr. Eswara Setty detailing the circumstances necessitating the abandonment of the idea of taking up his building for the Boarding Home.

I have the honour to be,
Sir,
Your most obedient servant,

N. S. Subba Rao

DIRECTOR.

N.J.P/13-1.

Letter No. D.B. 340 of 34-35 dated the 4th/6th January 1936 from the Dist. Education & School Board Officer, Chikamagalur, to the Director of Public Instruction, Bangalore.

With reference to your letter No. Sl - 2750-92/35-36 dated the 3rd January 1936, regarding the shifting of the Adikarnataka Boarding Home to the house of Mr. Eswarasetty, I have the honour to submit the following information for favour of your perusal.

The necessity for a change arose out of the following resolution of the Managing Committee, which met on 8th Oct. 1934 :

"In view of the curtailed allotments for the hostel for the current year this Committee approves of the economies already operative (at the orders of the Dist. Educational Officer) and suggests that curtailment under establishment charges as given below be also recommended viz.

'House rent to be reduced to Rs 40 against Rs 50/-. It was also suggested that the Chairman of the Committee, Mr. S. Venkataramaiya (Advocate) and Dr. H.V. Ramaswami (Resident Medical Officer,Chikamagalur) members of the Committee should select a building, more roomy and at the same time less expensive."

In pursuance of this resolution, Mr. Eswarasetty's house was selected by a panel of the Managing Committee, and a recommendation was submitted by the Dist. Educational Officer to the Director of Public Instruction in his letter No. D.T. 340/34-5, dated 17th Oct. 1934. (No.9) . This proposal was sanctioned by the Director of Public Instruction in his No. L. Dis. 1756-42/34-35 dated 5th Nov. 1934 (No.10).

On the receipt of this sanction a letter was written to Mr. Eswarasetty by the Dist. Ednl. Officer in No.D.T.340/34-35 dated 6th Dec. 1934 (No.14) in which he was asked to make the following improvements :-

1. The Upstairs may be divided into two apartments;
2. Constructing two bath rooms in the place of mud rooms;
3. Constructing another latrine;
4. do a fuel shed;
5. do a kitchen and dining hall with cement concrete flooring in the manner suggested by the Dist. Educational Officer and the other members of the Hostel Committee;
6. Replacing the barbed wire enclosure by means of a regular compound wall;
7. Renovating the outhouse portion near the bath room, so that it may yield three lodging rooms. (No.14).

Mr. Eswarasetty then made certain alternative proposals regard-

regarding improvements (No.17). But this could not be accepted, and he was asked to adhere to the original proposals made by this Office (No.21). A reply was received from Mr. Eswarasetty, dated 19th Feb. 1935, in which he agreed to effect the improvements demanded in the original proposals. He even reports therein that the major improvements were complete, and the rest were nearing completion. (No.46).

At this stage, the building was inspected by the Dist.Educational Officer and certain deviations made by Mr. Eswarasetty from the original plan were brought to his notice in a letter No.D.T. 340/34-35, dated 28th January 1935. (No.49).

It was about this time that the Brahmins of Basavanahalli set up an agitation and the Municipal Council passed a resolution on 25th January 1935 prohibiting the shifting of the Hostel to Mr. Eswarasetty's house, and this was conveyed to the Dist. Educational Officer in their letter dated 28th January 1935 (Nos.50 and 51).

On the receipt of this letter, the Dist. Educational Officer wrote to Mr. Eswarasetty that in view of the Municipal Resolution he was obliged to advise Mr. Setty not to proceed with the work of improvement for his building until the question was satisfactorily settled. (No.53). At the same time, the Manager of the Adikarnataka Home visited the place and reported in his letter dated 12th February 1935 (No.57) the actually work done up to that date.

A few days after this, the members of the Committee inspected the building along with an Officer of the D.P.W. and pointed out several defects which had to be remedied before the house could be made quite fit for the use of the Hostel. These were pointed out to Mr. Eswarasetty in this Office letter No. D.T.340/34-35 dated 25th Feb. 1935, and it was further pointed out to him that it may not be possible or desirable to take up his building until all the objections from the people and the Municipality were indisputably waived (No.60).

Subsequently, the place was visited by the Deputy Commissioner, the District Educational Officer and the President of the Town Muni

Municipality and when the Deputy Commissioner was requested to give his final opinion on the subject, he wrote a D.O. 'No.101) expressing the idea that both from the point of view of sentiment and extension of the Town in that quarter, he thought it desirable that the Hostel should not be shifted to Mr. Eswarasetty's house.

The correspondence reveals that Mr. Eswarasetty was definitely asked to abandon further improvements to his house in this Office No.D.T.340/34-35 dated 25th Feb. 1935. Subsequent to that he has neither reported to this Office that he has completed the improvements as was agreed upon originally, nor demanded that the Hostel should be shifted to his house in accordance with the old understanding. The Director of Public Instruction's Memo dated the 6th November 1935 (No.106), cancelling the shifting of the Hostel to his house was duly intimated to Mr. Eswarasetty in this Office No.D.T.340/34-35 dated 6th December 1935 (No.110).

To facilitate reference I have submitted herewith the whole file for favour of your perusal and kind return.

Copy.

N.S. Subba Rao

~~FOR~~ DIRECTOR OF PUBLIC INSTRUCTION.

N.J.P/13-1.

Copy of letter No. D.T. 340 of 34-35 dated 25th February 1935 from the District Educational Officer, Chickmagalur to Mr. Eswarasetty, Chickmagalur.

—

With reference to your letter dated 10th inst. stating that it is your intention to meet the requirements of the students of the Hostel and requesting me to inspect your building at my earliest convenience, I am to state that the members of the hostel committee who visited your building on 15th February 1935 along with an Officer of the D.P.W. are of the feeling that the following are the defects in your building from the point of view of the requirements of the Hostel:-

1. The third room in the right wing of the main building has not sufficient light and ventilation;

2. that the two rooms now proposed to be used as bath rooms cannot be used as such on account of their nearness to the lodging rooms and the ktichen;

3. that the door provided for the dining hall is too low and narrow and that there is not sufficient light and ventilation in the dining hall;

4. that the wall between the kitchen and the passage near the dining hall is dwarfish and is not provided with a door;

5. that the bigger of the two rooms in the upstair is not provided with a partition zinc wall that will provide the necessary privacy and safety;

6. that the floor of the upstairs is not paved with cement concrete;

7. that the windows in the new suite of rooms are not sufficiently large; and

8. that there is not a balcony or a verandah in front of

of the building.

It has been brought to the notice of the Committee that the ground area on the southern side of the building (120 x 40) which you caused to be understood as wholly belonging to you is now under dispute between you and the Municipality and that the Municipality has prevented you from putting up the compound wall on the southern side at the spot where you formerly proposed to erect it, which results in a diminution of the ground area by 120 x 40 thereby reducing the extent of space for the kitchen garden by half.

The aforesaid defects and objections were personally made known to you at the time of the visit of the Committee members to your building.

In the aforesaid circumstances and in view of the resolution of the Town Municipal Council which was communicated to you in my letter No. D.T. 340 of 34-35 dated 7th February 1935, the Committee apprehends as already intimated to you personally that it may not be possible or desirable to take up your building on lease until all the aforesaid defects are remedied and objections indisputably waived.

—

'Copy'

K. S. Suva Rao

FOR DIRECTOR OF PUBLIC INSTRUCTION.

Bsr.13/1.

Edn. New 92]

Postal Address:—POST BOX No. 6.
Tel. Address:—EDUCATION, Bangalore.

4630 p 35

Department of Public Instruction.

Government of Mysore.

17

No. S 1 - 2750-92 of 35-36.

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION IN MYSORE,

ENCL. One file of papers.

Bangalore, dated 27th January *193* 6.

FROM

N. S. SUBBA RAO, ESQ., M.A., BAR.-AT-LAW,
Director of Public Instruction in Mysore,
Bangalore.

GENERAL 29 JAN. 1936

To

M.Venkatesa Iyengar, Esq., M.A.,
General Secretary to the Govt. of
His Highness the Maharaja of Mysore,
Bangalore.

SIR,

Subject:- In the matter of taking up Mr. Eswara Setty's building for the Adikarnataka Boarding Home, Chickmagalur.

With reference to your letter No. P. 4609/Law 24-35 dated 15/16th January 1936 on the above subject, I have the honor to forward herewith the file of papers relating to the Office of the District Educational Officer, Chickmagalur on the subject.

I have the honor to be,

Sir,

Your most obedient servant,

N. S. Subba Rao

Director.

cs. 27/1.

Appendix F G—1]

SUBJECT..... ..... 1 ea .....

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Section Law

File No. 122-35

Serial No. 4

No. P6027 (Records 21) Sketch

Diary No. of letter replied to.....

To

The Director of P. Instruction

General and Revenue Secretariat

( )

the *193*

Sir,

With reference to the Correspondence ending with your letter no. S1-2750-92/35536 d. 29.1.36 re: the notice issued on behalf of one Mr. Eswara Selt of Chickmagalur Claiming damages for the alleged breach of Contract in Connection with a building proposed to be taken up for A.K. Boarding House I am directed to forward herewith a copy of the Govt. Adv's opinion in the matter and to state that in the Circumstances pointed out there in, Govt think that this is a fair

Date of issue..... 9.3.36 .....

Signed by ..... Sd. N.R.J. .....

List of enclosures.....

Copied by ..... [illegible] .....

Examined by.....

WD 03601—GPB—30,000—23-9-35

G

Case to be settled by the department amicably. I am desire to request you to take necessary action to have the claim Compromised.

The file of ~~Contracts~~ papers sent with your letter are here now returned

I have etc

pml
6/7

for gen Secy
TSD Esq.

Copy to Comptr

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 9th March 1936

No. P6027 Law 124-35
Enc Records & Receipt

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Director of Public Instruction in Mysore,

Bangalore.

Sir,

With reference to the correspondence ending with your letter No.S1.2750-92/35-36 dated 29th January 1936, regarding the notice issued on behalf of one Mr.Eswara Setty of Chickmagalur, claiming damages for the alleged breach of contract in connection with a building proposed to be taken up for Adikarnataka Boarding home, I am directed to forward herewith a copy of the Government Advocate's opinion in the matter and to state that in the circumstances pointed out therein, Government think that this is a ~~Government~~ fit case to be settled by the department amicably. I am therefore to request you to take necessary action to have the claim compromised.

The file of papers sent with your letter are herewith returned.

I have the honour to be,
Sir,
Your most obedient servant,

MR
General Secretary to Government.

K.".R.3.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat 21

No. P 8063 Dated, Bangalore, 3rd June 1936.

4

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Director of Public Instruction in Mysore,
Bangalore.

Sir,

With reference to the correspondence ending with this office letter No.P.6027 dated 9th March 1936 regarding the notice issued on behalf of one Mr.Eswarasetty of Chickmagalur, claiming damages for the alleged breach of contract in connection with a building proposed to be taken up for Adikarnataka Boarding Home, I am directed to enquire what action has been taken in the matter to settle the claim ~~desired~~. asked.

I have the honor to be,
Sir,
Your most obedient servant,

S.R.2

for General Secretary to Government.

ISP

Appendix F G—1]

SUBJECT.....

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2

Section

File No.

Serial No.

Diary No. of letter replied to.....

No. P-8063

To The D.C.O.

Sir,

General and Revenue Secretariat

( )

the *193*

Date of issue 4-6-35

Signed by Jm. M.A.J.C.

I am with reference to the Correspondence ending with this office letter no. P. 6097 d 9.2.36 re: the notice issued on behalf of one Mr. Swaminathy of Chilaw regarding claiming damages for the alleged breach of Contract in Connection with a building proposed to be taken up for Adikarambe Boarding home, I am directed to enquire what action has been taken in the matter and to settle bear in mind on what the claim settled as advised.

I have the

List of enclosures.....

Copied by .....

Examined by.....

WD 03601—GPB—30,000—23-9-35

Pse 4/6 Jm for gen Secy

TSD 30/5

1084 P 36

Tel :-Address.
EDUCATION.

DEPARTMENT OF PUBLIC INSTRUCTION.
GOVERNMENT OF MYSORE.

Postal Address :-
POST BOX No. 8.

D. O. No. S1. 2750-92 of 35-36.

Camp: Mysore.,
Dated, 15th Aug: 1936.

23

N. S. SUBBA RAO. M. A.
BAR-AT-LAW
Director of Public Instruction.

Dear Mr. Venkatesa Iyengar,

GENERAL 17 AUG. 1936

Please refer to your letter No. P.6027/Law. 124-25 dated 9th March 1936 and subsequent reminders, I am writing to say that I was in Chikmagalur on 13th and 14th April 1936 and looked into the matter. I found that the District Educational Officer was not well advised in having thought of removing the hostel from Mr. Noronha's building to this one, but the landlord, on the District Educational Officer's promise, had undertaken certain changes and additions. Therefore as pointed out by the Government Advocate in his note sent with your letter of the 9th March 1936, some reasonable compensation is due to the landlord for the expenditure he has incurred. I had a talk with the land lord also during my stay at Chikmagalur, and he appeared to be in a reasonable frame of mind. I am taking steps to get the amount of compensation assessed by the local Officer of the Public Works Department, and shall address Government again in the matter at an early date.

Bail 17/8

Yours sincerely,
N. S. Subba Rao

M. Venkatesa Iyengar, Esq., M.A.,
Bangalore.

Transfd. to the Prov. Govt. 1012

Edn. New 92]

Postal Address:—POST BOX No. 6.
Tel. Address:—EDUCATION, Bangalore.

EDUCATION 20 OCT. 1936 CHE.

2497 P 32

Department of Public Instruction.

Government of Mysore. 24

No. S1. 2750-92 of 35-36.

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION IN MYSORE,

ENCL.

Bangalore, dated 19th October *1936.*

19 OCT. 1936

Law 124-35-5

FROM

N. S. SUBBA RAO, ESQ., M.A., BAR.-AT-LAW,
Director of Public Instruction in Mysore,
Bangalore.

To

GENERAL SECRETARY. 20 OCT. 1936

M. VENKATESA IYENGAR, ESQ., M.A.,
General Secretary to the Government of
His Highness the Maharaja of Mysore,
BANGALORE.

SIR,

SUBJECT:- In the matter of taking up Mr. Eswara Setty's building for the Adikarnataka Boarding Home, Chickmagalur.

x Law 124-35

'O'

With reference to your letter dated 4th June 1936 in the matter of the notice issued on behalf of one Eswara Setty of Chikamagalur claiming damages for the alleged breach of contract in connection with a building proposed to be taken up for the Adikarnataka Boarding Home (reference cited above) and reminder No. P. 1004 of 8th August 1936 and in continuation of my D.O. letter dated 13th August 1936 on the subject stating that I am taking steps to get the amount of compensation assessed by the local officer of the Public Works Department, so that it may be settled by the Department as suggested by the Government Advocate without allowing the matter to go to a Court of Law, I have the honour to inform Government that I have had an estimate made by the Executive Engineer, Kadur Division, of the extent to which Eswara Setty had incurred expenditure when in February 1935 he was asked to stop further work as the promised lease could not be entered into. The estimate amounts to Rs 295/- and the party also claims compensation for the loss of rent for 3 months at Rs 30/- per mensem and this brings the maximum compensation due to him

P.T.O.

to Rs 385/-. From my personal enquiries when I visited the place in April and the facts relating to the case as could be seen from the connected papers sent to you on 29th January 1936, I am of opinion that there is no reason to believe that the action of the then District Educational Officer was other than in the interest of the institution as he understood them, and that he therefore need not be called upon to pay any part of the amount and propose that the entire sum namely, Rs 385/- be paid by the Department and charged to savings under rent that will accrue this year when the Basavangudi Middle School is removed to the new building.

I have the honour to be,

Sir,

Your most obedient servant,

H. S. Subba Rao

DIRECTOR.

N.J.P/19-10.

K. Rao 19.10

Gdm.

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

26

Read:-

Correspondence ending with letter No.Sl.2750-92 of 35-36, dated 19th October 1936 from the Director of Public Instruction, stating that in regard to the matter of taking up Mr.Eswara Setty's building for the Adikarnataka Boarding Home, Chickmaglur, he got an estimate made by the Executive Engineer, Kadur Division of the extent to which Eswara Setty had incurred expenditure when in February 1935 he was asked to stop further work as the promised lease could not be entered into, and that the estimate amounts to Rs.295/- and the party claims compensation for loss of rent for three months at Rs.30/- per mensem, thus making the maximum compensation due to Eswara Setty to Rs.385/- and proposing the entire sum be paid by the Department.

Order No. P4281 to Law Misc 3526

Dated, Bangalore, 4th January 1937.

Approved. The payment will be charged to the savings under rent that will accrue this year when the Basavanagudi Middle School is removed to the new building.

BKR Ramakrishnaraja

for General Secretary to Government.

To

The Director of Public Instruction in Mysore,

The Comptroller to Government.

G. R. S. App. F VI—G 2]

SUBJECT ..... 7/1/37 .....

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Diary. No of letter replied to .....

Section Law

File No. 124-35

Serial No. 6

General and Revenue Secretariat

( )

the *193* .

Proceedings of the Government of His Highness the Maharaja of Mysore.

Date of issue ..... 6.1. ..... 193).

Signed by Mr. BKR

Read— Correspondence ending with letter no. SL. 2750-92 of 35-36, dated 19-10-36 from the Dir.r of Public Instruction, stating that in regard to the matter of taking up Mr. Eswara Setty's building for the ~~Order thereon—No.~~ Adikarnataka Boarding Home, Chickmagalur, he got an estimate made by the Executive Engineer, Kadur Dn., of the extent to which Eswara Setty had incurred expenditure when

May this be—

(i) printed ?

(ii) treated as a standing order ?

(iii) published in the Gazette, English Part ?

(iv) translated ?

(v) placed at the disposal of the press ?

(vi) published in the Gazette, Kannada Part ?

28

In Feb: 1935 he was asked to stop further work as the promised lease could not be entered into, and that the estimate amounts to Rs 2957- and the party claims Compensation for loss of Rent for three months at Rs 30/- per mensem thus making the maximum Compensation due to Eswara Setty to Rs 3857-; and proposing the entire sum be paid by the dept

Order P 4281-2

Approved. ~~As pointed out by the D. P. I.~~ The payment will be charged to the Savings under Rent that will accrue this year when the Basavanagudi Middle School is removed to the new building.

List of Enclosure

To

(1) The D. P. I.
(2) The Comptr to Govt.
~~(3) Asst Secy: Edn~~

Copied by

Examined by

19.11

for Genl Secy;